

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

Case No. 5:10-CV-380-FL

HDM FURNITURE INDUSTRIES, INC.)	
and MAITLAND-SMITH)	
FURNITURE INDUSTRIES, INC.,)	
)	
Plaintiffs,)	
)	
vs.)	<u>FINAL JUDGMENT AND</u>
)	<u>PERMANENT INJUNCTION</u>
GARY KEVIN COATS, d/b/a)	
RALEIGHINTERIORDESIGNS and)	
MAITLAND-SMITH-INTERIOR-)	
DESIGN)	
)	
Defendant.)	

Plaintiffs HDM Furniture Industries, Inc. and Maitland-Smith Furniture Industries, Inc. (collectively, "Plaintiffs") and Defendant Gary Kevin Coats ("Defendant") stipulate to the entry of this Final Judgment and Permanent Injunction on Consent ("Consent Judgment"), which the Court hereby adopts for purposes of the entry of this Consent Judgment.

Based on the parties' stipulation and agreement, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. Defendant, his employees, agents, servants, officers, representatives, successors, affiliates, assigns, any entities owned or controlled by Defendant, and all those in active concert and participation with Defendant, and each of them who receives notice directly or otherwise of this injunction, are **PERMANENTLY RESTRAINED AND ENJOINED** from:

- (a) operating any store on eBay or at any other e-commerce site on the Internet using the name "maitland-smith-interior-design" or using any other name or mark confusingly similar to any mark shown on Exhibit A ("Furniture Brands Marks");
- (b) holding himself out to the public as an authorized representative or dealer of Plaintiffs or of any company which operates under the Furniture Brands Marks, or implying or suggesting that he is affiliated, or connected in any way with Plaintiffs or any Furniture Brands company; or advertising that Plaintiffs or any Furniture Brands company sponsors or endorses his business; or
- (c) using any Furniture Brands Marks to sell furniture articles that are not genuine articles manufactured by Plaintiffs or any Furniture Brands company.

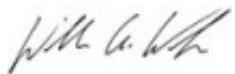
2. Defendant shall within ten (10) days of Defendant's execution of this Consent Judgment provide Plaintiffs with a list of all furniture articles in his inventory that he claims are genuine articles made by Plaintiffs or any Furniture Brands company, together with a photograph of each such article for verification by Plaintiffs. Defendant may not advertise, offer for sale, or sell any furniture article using any Furniture Brands Mark that Plaintiffs have not verified as genuine in writing.

3. Pending approval of this Consent Judgment by the Court, Defendant agrees to abide by the terms of this Injunction effective as of the date of Defendant's execution of this Consent Judgment.

4. Defendant's counterclaims are dismissed with prejudice.

5. The Court shall retain jurisdiction over Defendant for the purpose of enforcing this Order.

It is SO ORDERED, this the 13th day of ^{December} 2010.

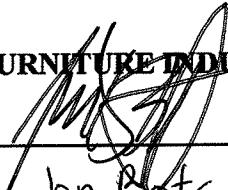


UNITED STATES MAGISTRATE JUDGE William A. Webb
EASTERN DISTRICT OF NORTH CAROLINA

[signatures appear on the following page]

Agreed to by and between the Parties as of this _____ day of November,
2010.

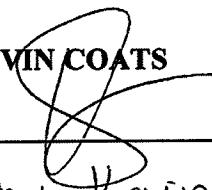
HDM FURNITURE INDUSTRIES, INC.

By: 

Name: Jon Botsford
Title: Senior Vice President,
General Counsel & Secretary

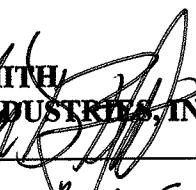
Date: 12/7/10

GARY KEVIN COATS

By: 

Name: Gary Kevin Coats
Date: 11/16/10

**MAITLAND-SMITH
FURNITURE INDUSTRIES, INC.**

By: 

Name: Jon Botsford
Title: Senior Vice President,
General Counsel & Secretary

Date: 12/7/10

EXHIBIT A

FURNITURE BRANDS MARKS

BROYHILL

DREXEL HERITAGE

HENREDON

HICKORY CHAIR

LANE

LANEVENTURE

MAITLAND-SMITH

PEARSON

THOMASVILLE